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Landlords and Tenants

by Jill Jacobs

Residents of a rent-stabilized apartment building in the Bronx were recently shocked to receive rent increases of up to 16 percent, far above the currently permitted increase of 4.5 percent. The landlord justified this increase by pointing to major work recently done on the building's crumbling façade; according to NYC law, rent increases may be higher when significant capital improvements, beyond ordinary repair, are made to a building.

Debates between landlords and tenants about the responsibilities of each are hardly new. Joseph Caro, the 16th-century author of the *Shulhan Arukh*, summarizes the landlord's responsibilities as follows: “*One who rents a house to another is obligated to construct doors and to fix broken windows, to reinforce the roof, to fix broken ceiling beams, and to install a bolt and a lock... [and for] all things that are the work of a craftsman and that are essential to the habitation of homes and courtyards.*” (*Hoshen Mishpat* 314:1)

In a gloss on this text, Rabbi Moshe Isserles, a contemporary of Caro, adds that the landlord remains responsible for such repairs even if the tenant agrees to rent the home as is. While a desperate tenant might agree to live in an apartment with a leaking roof, this tenant's consent does not excuse the landlord from protecting the health and wellbeing of the tenant.

Tenants of the Bronx apartment building suspect that the landlord wants “to get us out and rent the apartment to people who can pay more.” But some have no place else to go. This fear brings to mind a Talmudic concern about evicting tenants who are likely to become homeless as a result. In general, the rabbis of the Talmud insist that a landlord give tenants sufficient notice before eviction, and may not evict tenants during the winter, when housing is hard to find. (*Bava Metzia* 101b) Landlords also may not raise the rent as a backhanded way of evicting a tenant during the winter.

In other cases, Jewish law favors the landlord over the tenant. If the price of maintaining the property rises, the landlord may raise rents during the winter. A landlord who loses his or her own home, or who wishes to give a house to a newly married child, has some additional leeway to evict tenants. Jewish housing law worries about the safety and wellbeing of the tenant but it does not demand that the landlord become homeless or suffer financial ruin for the tenant's sake.

In the case of the Bronx apartment building, the city ordered the landlord to repair the façade after a section of the building fell, seriously injuring a child. This incident demonstrates that repair to the façade falls under the Jewish category of work necessary for the safe habitation of the building. While the landlord may raise rents in accordance with ordinary cost increases, such as higher prices for heating oil, maintenance work, or property taxes, the landlord may not hold the tenant financially responsible for making the building safe for habitation. Nor may the landlord use rent increases to provoke residents to move, especially in a case in which some residents may find themselves, in the words of Maimonides, “abandoned on the street” as a result.

As the U.S. experiences a recession, landlords may become less willing to make expensive repairs and more likely to pass these costs onto tenants. Tenants may become increasingly nervous about the possibility of losing their homes without another place to go. Jewish law reminds us to work toward housing practices in which landlords do not experience financial ruin, and in which tenants can feel safe and secure in their homes.

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